

Exhibit 2

Notice of Removal



Capitol Corporate Services
PO Box 1831
Austin, TX 78767
Phone: (800) 345-4647 Fax: (800) 432-3622
rassop@capitalservices.com

Service Of Process Transmittal Notice

KYLE HARRIS AIR LIQUIDE USA LLC 9811 KATY FWY HOUSTON TEXAS 77024	Date Processed: 06/23/2025
	Completed By: LISA ROSNIK
	Delivery Method to Client: FEDEX 2 DAY
	Tracking Number: 390278323546

Enclosed please find legal documents received on behalf of the client named below. These documents are being forwarded in accordance with your instructions.

Date / Time Received 06/23/2025 12:00 PM in OHIO	Transmittal # OH-307567	Delivered to Agent by CERTIFIED MAIL
With Regard to Client AIR LIQUIDE ADVANCED TECHNOLOGIES U.S. LLC		
Title of Case or Action OHIO VALLEY CONCRETE LLC V GRUPPO EF TECNOLOGIE USA LLC ET AL		
Case Number 25CV271	Type of Document Served CITATION/SUMMONS	
Court Name COLUMBIANA COUNTY OH COMMON PLEAS COURT		
Note		



1-307567M

Court of Common Pleas, Columbiana County, Lisbon, Ohio

Summons

Rule 4 1970, Ohio Rules of Civil Procedure

Case No.: 2025 CV 00271

OHIO VALLEY CONCRETE LLC
138572 COLUMBIANA CANFIELD RD
COLUMBIANA, OH 44408

MEGAN L BICKERTON
JUDGE

Summons on Complaint

Plaintiff(s)

VS.

GRUPPO EF TECNOLOGIES USA LLC
200 BROADWAY 3RD FLOOR
NEW YORK, NY 10038

Defendant(s)

FILED

Columbiana County Common Pleas Court

June 18, 2025

ANTHONY J. DATTILIO
CLERK OF COURTS

To the below named Defendant(s):

AIR LIQUIDE ADVANCES TECHNOLOGIES US LLC
C/O CAPITOL CORPORATE SERVICES INC., STATUTORY
4568 MAYFIELD RD SUITE 204
CLEVELAND, OH 44121

You are hereby summoned that a complaint (a copy of which is hereto attached and made a part hereof) has been filed against you in this Court by the Plaintiff(s) named herein.

You are required to serve upon the Plaintiff's Attorney, or upon the Plaintiff if no attorney of record, a copy of your answer to the complaint within 28 days after service of this summons upon you, exclusive of the day of service. Said answer must be filed with this Court within three (3) days after service on Plaintiff's Attorney.

The name and address of the Plaintiff's Attorney is as follows:

MARK L RODIO ESQ.
200 PUBLIC SQUARE, SUITE 3000
CLEVELAND, OH 44114

(216)515-1660 (W)

If you fail to appear and defend, judgment by default will be taken against you for the relief demanded in the complaint.

Witness, My signature and seal of said Court on this June 18, 2025,

Anthony J. Dattilio
105 South Market Street
Lisbon, Ohio 44432

[Signature]

Deputy Clerk



IN THE COURT OF COMMON PLEAS
COLUMBIANA COUNTY, OHIO

OHIO VALLEY CONCRETE LLC, 138572 Columbiana Canfield Rd. Columbiana, OH 44408) CASE NO. 25CV271
) JUDGE MEGAN L. BICKERTON
<i>Plaintiff,</i>)
v.)
GRUPPO EF TECNOLOGIE USA, LLC, 200 Broadway, 3rd Floor New York, NY 10038)
AIR LIQUIDE ADVANCED TECHNOLOGIES U.S. LLC, c/o Capitol Corporate Services, Inc., Statutory Agent 4568 Mayfield Rd., Suite 204 Cleveland, OH 44121) COMPLAINT FOR BREACH OF CONTRACT, ACTION ON ACCOUNT, <u>AND UNJUST ENRICHMENT</u>
<i>Defendants.</i>)

For its Complaint against Defendants Gruppo EF Tecnologie USA LLC (“Gruppo”) and Air Liquide Advanced Technologies U.S. LLC (“Air Liquide”), Plaintiff Ohio Valley Concrete LLC (“Ohio Valley”) alleges and states as follows:

1. Gruppo owes \$2,082,332.00 to Ohio Valley pursuant to verbal and written contracts.

The written contracts are attached hereto as Ex. 1.

2. Gruppo owes \$2,082,332.00 to Ohio Valley pursuant to the account attached hereto as Ex. 2.

3. Payment is due to Ohio Valley in Columbiana County, Ohio.

4. Ohio Valley made improvements to real property owned by Air Liquide at the

direction of Gruppo which benefits both of them.

5. Upon information and belief, Air Liquide has knowledge of the benefits conferred and improvements made by Ohio Valley.

6. Gruppo and Air Liquide have benefited, and been unjustly enriched, by virtue of the labor, materials, equipment and improvements furnished by Ohio Valley.

7. The reasonable value of the benefit conferred on Gruppo and Air Liquide is \$2,082,332.00.

8. The benefits conferred on Gruppo and Air Liquide are at the expense, and to the detriment, of Ohio Valley.

9. Gruppo and Air Liquide are jointly and severally liable to Ohio Valley in the amount of \$2,082,332.00, plus interest.

WHEREFORE, Ohio Valley demands the Court enter judgment in its favor and against Gruppo and Air Liquide, jointly and severally, for compensatory damages of \$2,082,332.00, plus interest, such reasonable attorney's fees as are permitted by law, costs, and expenses, and for such other and further relief as this Court deems just and equitable.



Mark L. Rodio (0065134)
FRANTZ WARD LLP
200 Public Square, Suite 3000
Cleveland, OH 44114
Direct: (216) 515-1640
Fax: (216) 515-1650
mrodio@frantzward.com

Attorney for Plaintiff Ohio Valley Concrete LLC

OHIO VALLEY CONCRETE

A Solid Investment
Agricultural Commercial

13857 Columbiana Road • Columbiana, Ohio 44408

May 22, 2023

Ohio Valley Concrete LLC WILL REQUIRE ALL materials and labor to be paid in advance of work being done in the different stages or (steps). Example:

Step 1. Rebar for floor **Step 2.** Concrete for floor **Step 3.** Rebar for walls **Step 4.** Concrete for walls ETC and so forth

We will require three steps in advance payment in order for the project to not be held-up due to waiting for products (materials) to arrive.

All change orders and LEGAL COSTS, example: Court costs, surveying, permitting, fines, etc. that should incur while doing this work (activity) at the Center Township Luciusboro Rd Center Township PA 15731 WILL BE PAID BY GRUPPO EF TECNOLOGIE USA LLC 12 EAST 10TH ST 3R 10003 NEW YORK. A more accurate estimate can be given once Ohio Valley Concrete LLC has a USA stamped print (DRAWING).
ESTIMATES ARE ESTIMATES NOT INVOICES

If worked by the hr. Ohio Valley Concrete LLC has a \$60 per hr. base rate with a \$90 per hr. for employees working over 40-hr. per week.

Ohio Valley Concrete LLC

13857 Columbiana Canfield Rd

Columbiana Ohio 44408

Andy VanPelt Ph 330-406-6624

Email: avpovc@gmail.com

Bank Wire Info

Wayne Savings Community Bank

Routing # 241272040

Account # 8021902871

GRUPPO EF TECNOLOGIE USA LLC

Print Name Luca Sirugo

Signature



Ohio Valley Concrete LLC

Print Name Andrew H VanPelt

Signature





Ohio Valley Concrete
13857 Col-Canfield Rd
Columbiana OH 44408

Office 330-406-6624
andrew.vanpelt@ovconcrete.com
wilbur@ovconcrete.com

November 1, 2023

Contract Between Gruppo and Ohio Valley Concrete

Entered into contract this 1st Day of November, 2023.

Gruppo Agrees:

1. To pay Ohio Valley Concrete \$100,000.00 each week, continuing until Tanks 054 and 055 are paid in full. This will be applied to Tanks 054 and 055, not to other pads or tanks on this job site.
2. Upon completion of Tanks 054 and 055, to pay Ohio Valley Concrete an additional payment of \$200,000.00.
3. In the event of unexpected expenses related to rebar or concrete, to contribute to these additional costs.
4. To cover any legal fees associated with entering into a formal contract with Ohio Valley Concrete.

Ohio Valley Concrete LLC agrees:

1. To resume work on Tank 054 within two workdays (excluding partial days) or sooner from the time money is deposited into Ohio Valley Concrete's account.
2. To complete Tanks 054 and 055 within 6 weeks, weather permitting.
3. To continue work on other foundations at this job site.

Note that separate contracts will be written for the BUU pad and other tanks; those contracts and balances will not be affected by the weekly payment referred to in Line 1.

In the event of an unforeseen change of circumstances that renders either Ohio Valley Concrete or Gruppo unable to meet their part of the contract, both Ohio Valley Concrete and Gruppo hereby commit to informing the other party of the change in a timely manner to avoid undue stress, loss, or ruined confidences.

Fulfillment of these commitments on the part of both Ohio Valley Concrete and Gruppo will facilitate ongoing trust and encourage additional business endeavors in the future.

Failure of either Ohio Valley Concrete or Gruppo authorizes either company to revisit the contract.

Signed:

Andrew H Van Pelt

Andrew H VanPelt
Ohio Valley Concrete LLC

Luca Sirugo

Luca Sirugo
Gruppo



Ohio Valley Concrete
13857 Col-Canfield Rd
Columbiana OH 44408

Office 330-406-6624
andrew.vanpelt@ovconcrete.com
wilbur@ovconcrete.com

Agreement between Ohio Valley Concrete LLC & Gruppo In red Gruppo changes.

Payment Plan Starting January 19, 2024

\$350,000.00 to start the job. Ok The payment schedule is annexed

\$200,000 BUU pad needs 50% of BUU payment to start. BUU Pad We have 200,000 in our budget the payment schedule is annexed.

\$ 150,000.00 each week without any exceptions until the total of the contract is paid in full. Ok The payment schedule is annexed

The remaining balance will be paid when the wall of each tank is finished. Ok The payment schedule is annexed

Tanks 031,032,050,051,052,053,055

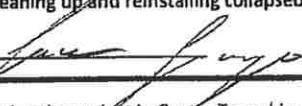
Sign Luca Sirugo 

Original Signed Agreement with Gruppo

Tank 054 & 055 \$1,400,000.00 x 2 Total \$2,800,000.00 \$1,200,000.00 currently paid. BALANCE REMAINING --> \$1,600,000.00

BUU Pad \$200,00.00

Total Agreed Upon With Gruppo \$3,000,000.00 covering the above items In our Budget is 3,000,000. The payment schedule is annexed
Change order for cleaning up and reinstalling collapsed rebar (15 men @ \$65 per hr X 12 hr per day X 20 days) Work should start before the end of
the week of the signature.

Sign Luca Sirugo 

Contract for completing the project in Center Township

Tanks 050, 051, 052, 053 \$1,250,000 x 2 \$2,500,000 2,500,000 in our budget. payment schedule annexed
with double wall but no lids

Tanks 031 and 032 250,000 x 2 \$500,000 500,000 in our budget Payment schedule TBD

With no lids

Office Pad, Electrical Pads \$38,000 ok

Total \$3,038,000 Ohio Valley is still working on the estimates for the lids for Tank 050, 051, 052, 053, 031, and 032.

Andrew Vanpelt, Owner of Ohio Valley Concrete, LLC

Date: 1-16-2024

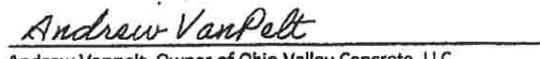


Luca Sirugo, Gruppo 

Date: 1/16/2024

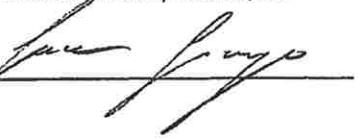
Ohio Valley accepts this signed contract.

When payment of \$350,000.00 is received and in our account, we will resume work on the project. If at any time payment is not received on schedule (as per attached document), Ohio Valley reserves the right to slow or to discontinue work at our discretion.



Date: 1-17-2024

Andrew Vanpelt, Owner of Ohio Valley Concrete, LLC

Sign Luca Sirugo 

Date 1/17/2024



**Ohio Valley Concrete
13857 Col-Canfield Rd
Columbiana OH 44408**

Office 330-406-6624
andrew.vanpelt@ovconcrete.com
wilbur.steiner@ovconcrete.com

Contract

Contract Date: July 30, 2024

Contract Between Ohio Valley Concrete LLC
Gruppo

Section 1 Remaining Charges by Item

Milestone (Description)	Status	Detail	Price
Charles Carr Farm Improvement Invoice 1767, Invoiced on June 2, 2023	Work is Completed		70,942.93
Change Order for Pour Cancel on September 12, 2023 Invoices 1835 & 1952		Change Order	10,032.50
Change Order for Work Stop due to payment delay, October 2023 Invoice 1864		Changer Order	380,084.64
Change Order on Manhole Sizes for Tank 054 and 055, Invoice 1930	Work is completed	Change Order	40,835.82
Change Order on BUU Pad, Invoice 1945	Work is completed	Change Order	3,515.00
Rebar Reclaim, Invoice 1914	Work is Completed		36,267.79
Remaining Balance on Tank 52-53 foundation and walls <i>1929</i>	Work is Completed		750,000.00
Tank 032	60% completed	Value of Work completed>>>	150,000
Tank 034	60% completed	Value of Work completed>>>	150,000
Subtotal	Contracted Work Completed but Not Paid		1,120,942.93
Subtotal	Change Orders completed but not paid		80,618.61
Subtotal	Work Stop Invoices		390,117.14
Total Value of Above List			1,591,678.68

Remaining Steps to Completing Center Township (Ohio Valley scope of work)			
Finish Tank 032 walls			100,000.00
Finish Tank 034 walls			100,000.00
Scale Pad			17,540.00
Lid for Tank 032	These lid prices are with Ohio Valley fitting them into our work schedule. We found an independent company who we could sub them out to, but the price would be more than 1 million higher.		244,000.00
Lid for Tank 034			244,000.00
Lid for Tank 050-051			1,002,000.00
Lid for Tank 052-053			1,002,000.00
Pour Driveway	Estimated		569,700.00
Insulate Tank 54		As per quoted materials	141,300
Insulate Tank 55		As per quoted materials	141,300
Insulate Tank 32		As per quoted materials	41,600
Insulate Tank 34		As per quoted materials	41,600
Insulate Tank 50 large tank only		As per quoted materials	120,700
Insulate Tank 52 large tank only		As per quoted materials	120,700
Office Pad	Waiting for Prints		
Other Misc Pads	Waiting for Details		
Final Total			

Continued on Next Page

Section 2 Payment and Scope of Work

Because we are carrying so much unpaid work from Center Twp, we find it necessary to tie Gernaat project to the Center Twp payments.

We also find it necessary to move to prepaid rather than postpaid over a period of time.

Milestone Number	Milestone Name	Monday of Projected Start Week on this milestone	Invoice Amount for this milestone	Detailed Sum of Milestones beginning in the month	Total Invoice Amount	Ohio Valley Invoice Date	Payment Due to Ohio Valley by
1	Completed Contracted Work		1,120,942.93		1,120,942.93	8/5/2024	8/12/2024
				With payment of the above amount, work could resume. Alternately, we would accept the \$1 million payment at Gernaat, along with a committed date for making the next payment at Center Twp, as sufficient guarantee to begin working again at Center Twp			
2	Tanks 30-31 completion		200,000			8/5/2024	9/1/2024
3	Scale Pad	9/2/2024	17,540				
4	Tank 54 Wall Insulation	9/9/2024	141,300	300,140	300,140	8/5/2024	9/16/2024
5	Tank 55 Wall Insulation	9/23/2024	141,300				
6	Office Pad	10/7/2024					
7	Other Small Pads	10/14/2024					
8	Lid on Tank 32	10/21/2024					
9	Lid on Tank 34	10/28/2024					
	Take care of Change Orders		80,618.61			9/1/2024	10/1/2024
10	Lid on Tank 50-51						
11	Lid on Tank 52-53						
12	Insulate Tank 50						
13	Insulate Tank 52						
14	Insulate Tank 32						
15	Insulate Tank 34						
16	Pour Driveway						

Considerations.

1. While work is in progress, weekly progress updates to be assessed between Ohio Valley Concrete, Gruppo, and Air Liquide.
2. Needed adjustments (increase or decrease) to made on the invoice following the approved adjustment.
3. Adjustments to the work schedule (weather, number of workers, etc.) will be at Ohio Valley's discretion.
4. If work stops during the winter, Ohio Valley advises that all payments be held as they stand at the point of work stop, so that as soon as winter breaks there is no delay in moving into the work. If Air Liquide requires something otherwise that results in additional paperwork, funds transfers, or potential delays, charges will be added accordingly. When work resumes, the above scope will be adjusted accordingly to reflect the new dates.
5. Ohio Valley reserves the right to slow or pause work if payments are not made according to the contract.
6. This contract is good through August 31, 2024. Failure to sign or to meet payment requirements by that date may result in revisiting the numbers and terms.
7. If payments on this project are not resumed and maintained satisfactorily, the work in Gernaat Mi may be delayed or halted as well.



Ohio Valley Concrete
138572 Columbiana Canfield Rd
Columbiana OH 44408

330-406-6624
andrew.vanpelt@ovconcrete.com
wilbur.steiner@ovconcrete.com

Billed to Gruppo EF Technologies USA
910 S Pearl Expy, Dallas, TX 75201
Dallas TX 75201

Physical Location 155 Luciusboro Rd
Gracetown, PA 15748
Or Blairsville, PA 15717

Job	Invoice Price	Percent (%) Completed	Value Completed	Payments	Balance Due for % Completed per Line Item	Balance Due by 100% Completion of Line Item
Pre Construction costs	\$ 50,000.00	100%	\$ 50,000.00	\$ 50,000.00	\$ -	\$ -
William Smith Farm	\$ 37,265.24	100%	\$ 37,265.24	\$ 37,265.24	\$ -	\$ -
William Smith Farm	\$ 136,885.86	100%	\$ 136,885.86	\$ 136,885.86	\$ -	\$ -
Wayne Frye Farm	\$ 16,919.64	100%	\$ 16,919.64	\$ 16,919.64	\$ -	\$ -
Wayne Frye Farm	\$ 16,919.64	100%	\$ 16,919.64	\$ 16,919.64	\$ -	\$ -
Roger Frye Farm	\$ 12,421.78	100%	\$ 12,421.78	\$ 12,421.78	\$ -	\$ -
Roger Frye Farm	\$ 65,942.93	100%	\$ 65,942.93	\$ 65,942.93	\$ -	\$ -
Jim Kepple Farm	\$ 12,421.78	100%	\$ 12,421.78	\$ 12,421.78	\$ -	\$ -
Jim Kepple Farm	\$ 66,825.07	100%	\$ 66,825.07	\$ 66,825.07	\$ -	\$ -
Bill Selembro Farm	\$ 24,843.56	100%	\$ 24,843.56	\$ 24,843.56	\$ -	\$ -
Bill Selembro Farm	\$ 62,858.62	100%	\$ 62,858.62	\$ 62,858.62	\$ -	\$ -
Charles Carr Farm	\$ 12,421.78	100%	\$ 12,421.78	\$ 12,421.78	\$ -	\$ -
Charles Carr Farm	\$ 70,942.93	100%	\$ 70,942.93	\$ 70,942.93	\$ -	\$ -
September 12 pour cancel	\$ 8,888.50	100%	\$ 8,888.50	\$ -	\$ 8,888.50	\$ 8,888.50
September 12 pour cancel	\$ 1,144.00	100%	\$ 1,144.00	\$ -	\$ 1,144.00	\$ 1,144.00
October 2023 Work Stop Invoice Due to Lack of Funds	\$ 380,084.64	100%	\$ 380,084.64	\$ -	\$ 380,084.64	\$ 380,084.64
Tanks 054 and 055	\$ 40,835.82	100%	\$ 40,835.82	\$ -	\$ 40,835.82	\$ 40,835.82
Change Manhole Sizes	\$ 114,267.79	100%	\$ 114,267.79	\$ 78,000.00	\$ 36,267.79	\$ 36,267.79
January 2024 Rebar Collapse, Replace, Reclaim	\$ 114,267.79	100%	\$ 114,267.79	\$ 78,000.00	\$ 36,267.79	\$ 36,267.79

EXHIBIT

2



Ohio Valley Concrete
138572 Columbiana Canfield Rd
Columbiana OH 44408

330-406-6624
andrew.vanpelt@ovconcrete.com
wilbur.steiner@ovconcrete.com

Billed to Gruppo EF Technologies USA
910 S Pearl Expy, Dallas, TX 75201
Dallas TX 75201

Physical Location 155 Luciusboro Rd
Gracetown, PA 15748
Or Blairsville, PA 15717

Job	Invoice Price	Percent (%) Completed	Value Completed	Payments	Balance Due for % Completed per Line Item	Balance Due by 100% Completion of Line Item
Tank 054 Floor & Walls	\$ 1,423,654.07	100%	\$ 1,423,654.07	\$ 1,423,654.07	\$ -	\$ -
Tank 055 Floor & Walls	\$ 1,400,000.00	100%	\$ 1,400,000.00	\$ 1,400,000.00	\$ -	\$ -
BUU Pad	\$ 200,000.00	100%	\$ 200,000.00	\$ 200,000.00	\$ -	\$ -
Change Design on BUU Pad	\$ 3,515.00	100%	\$ 3,515.00	\$ 3,515.00	\$ -	\$ 3,515.00
Tank 050-051 Floor & Walls	\$ 1,246,983.42	100%	\$ 1,246,983.42	\$ 1,246,983.42	\$ -	\$ -
Tank 052-053 Floor & Walls	\$ 1,250,000.00	100%	\$ 1,250,000.00	\$ 500,000.00	\$ 750,000.00	\$ 750,000.00
Tank 032 Floor & Walls	\$ 250,000.00	60%	\$ 150,000.00	\$ -	\$ 150,000.00	\$ 250,000.00
Tank 034 Floor & Walls	\$ 250,000.00	60%	\$ 150,000.00	\$ -	\$ 150,000.00	\$ 250,000.00
Service Charge / Interest to October 31, 2024	\$ 94,660.67	100%	\$ 94,660.67	\$ -	\$ 94,660.67	\$ 94,660.67
July 2024 Inactivity Value Loss to OVC	\$ 75,000.00	100%	\$ 75,000.00	\$ -	\$ 75,000.00	\$ 75,000.00
August Inactivity Value Loss to OVC	\$ 75,000.00	100%	\$ 75,000.00	\$ -	\$ 75,000.00	\$ 75,000.00
September Inactivity Value Loss to OVC	\$ 75,000.00	100%	\$ 75,000.00	\$ -	\$ 75,000.00	\$ 75,000.00
October Inactivity Value Loss to OVC	\$ 75,000.00	100%	\$ 75,000.00	\$ -	\$ 75,000.00	\$ 75,000.00
November Inactivity Value Loss to OVC	\$ 75,000.00	100%	\$ 75,000.00	\$ -	\$ 75,000.00	\$ 75,000.00
December Inactivity Value Loss to OVC	\$ 75,000.00	100%	\$ 75,000.00	\$ -	\$ 75,000.00	\$ 75,000.00
Service Charge / Interest Nov & Dec 2024	\$ 16,935.58	100%	\$ 16,935.58	\$ -	\$ 16,935.58	\$ 16,935.58

	Invoice Price	Value Completed	Payments	Balance Due for % Completed per Line Item	Total to complete above line items
Totals	\$ 7,717,638.32	\$ 7,517,638.32	\$ 5,435,306.32	\$ 2,082,332.00	\$ 2,282,332.00

ANTHONY J. D.
Clerk of Court

COURT OF APPEALS • COURT OF COMMON PLEAS • MC
Columbiana County Courthouse
P.O. Box 349
LISBON, OHIO 44432



9414 7266 9904 2237 6143 38

US POSTAGE • PITNEY BOWES

ZIP 44432 \$ 009.92⁰
02 4W
0000370536 JUN 20 2025

2025 CV 00271

AIR LIQUIDE ADVANCES TECHNOLOGIES US LLC
C/O CAPITOL CORPORATE SERVICES INC.,
STATUTORY
4565 MAYFIELD RD SUITE 204
CLEVELAND, OH 44121

44121-405054

